



City of Quincy

Massachusetts

OFFICE OF THE CITY COUNCIL
1305 HANCOCK STREET
QUINCY, MA 02169
Tel. (617) 376-1341 - TTY (617) 376-1375

2020 OCT -1 PM 3: 06

CITY CLERKS OFFICE
QUINCY, MASS 02169

Nina X. Liang, President
Brad L. Croall
Noel T. DiBona
Anne M. Mahoney
Brian Palmucci

Ian C. Cain
William P. Harris
David F. McCarthy
Charles J. Phelan, Jr

Nicole L. Crispo, City Clerk
Joseph J. Newton, Assistant City Clerk
Jennifer L. Manning, Clerk of Committees
Susan M. O'Connor, Auditor

In accordance with Governor Charles D. Baker's March 10, 2020 order suspending certain provisions of the Open Meeting Law, G.L. c. 30A, § 20, the Quincy City Council will be convening via remote conferencing services that will air on Quincy Access Television (QATV) Channel QATV-9 Government Access.

Monday, October 5, 2020

Public Hearings

6:20 PM

2020-119 - Utility - Grant of Location - Mass Electric - 1 Babcock Street

6:25 PM

2020-120 - Utility - Grant of Location - Mass Electric - 480 Centre Street

Finance Committee Meeting

6:30 PM

2020-122 – Appropriation – \$3,650,000 for Emergency Radio Communications System Upgrade

City Council Meeting

7:00 PM

Honoring of Covid-19 Heroes

Quincy Fire Department

- | | |
|---|---------------------|
| 1. 2020-129 – Resolve – November Election Access | Councillor Palmucci |
| 2. 2020-130 – Order – Land Disposition Agreement, Parcel R2, R3, Hancock Parking Lot | Mayor Koch |
| 3. 2020-131 – Ordinance – Amending – Chapter 196 Licenses and Permits - Article II - Business Licenses and Fees - Adding - Section 196 - 15 Trespass Towing Regulations | Mayor Koch |

It is anticipated that one or more matters contained within the City Council Calendar, including any or all listed items pending in Committee, may be discussed and acted upon at this meeting. For a full Council Calendar, go to www.quincyma.gov. Reasonable accommodations can be made for the Deaf/deaf/Hard of Hearing using a wireless hearing assistance system. Requests for services should be made in writing 48 business hours to City Clerk Nicole L. Crispo via email at ncrispo@quincyma.gov.



City Council Meeting Agenda

Via Remote Video Conferencing
Monday, October 5, 2020

- | | |
|---|--|
| 4. 2020-132 – Ordinance – Amending – Chapter 196 Licenses and Permits Article II - Business Licenses and Regulations - Adding - Section 196 - 16 Fingerprint-based Criminal Record Checks | Mayor Koch |
| 5. 2020-133 – Ordinance – Amending - Chapter 375 Zoning - Article 7.0 – Special Residential Regulations – 7.1 Affordable Housing Adding Section 7.1.14 Definition of Affordable Housing | Councillor Palmucci |
| 6. 2020- 134 – Resolve – MBTA Electric Bus Alternative | Councillor Palmucci
Councillor DiBona
Councillor Liang
Councillor Mahoney |
| 7. 2020-135 – Resolve – Seeking Update from Bond Counsel | Councillor Mahoney
Councillor Phelan |
| 8. 2020-136 – Resolve – 2020 Project Status Updates | Councillor Mahoney
Councillor Palmucci |
| 9. 2020-137 – Resolve – 2020 Mid-Year Fiscal Tax Update | Councillor Mahoney
Councillor Liang
Councillor Palmucci |
| 10. 2020-138 – Resolve – 2020 Update on Covid-19 | Councillor Mahoney
Councillor Palmucci |

Join the Zoom Meeting Online at – <https://us02web.zoom.us/j/81970982807>

Meeting ID: 819 7098 2807

Dial by your location – (301) 715-8592 US / (646) 558-8656 US

2020 OCT - 1 PM 3: 07
CITY CLERKS OFFICE
QUINCY, MASS 02169

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-129

ORDERED:

September 21, 2020

November Election Access

THEREFORE, BE IT RESOLVED, that the Quincy City Council request the Elections Department to formulate a plan to send and receive mail ballots by mail, that takes into account the current USPS issues.

THEREFORE, BE IT FURTHER RESOLVED, that the Elections Department explore establishing neighborhood drop off locations for voters to drop off their ballots, and provide for in person monitoring of same.

THEREFORE, BE IT FURTHER RESOLVED, that the Elections Department explore public service locations for potential ballot drop off, such as municipal fire stations.

THEREFORE, BE IT FURTHER RESOLVED, that the Elections Department explore the feasibility of a ballot pick-up program in coordination with the Quincy Police Department and Secretary of the Commonwealth.

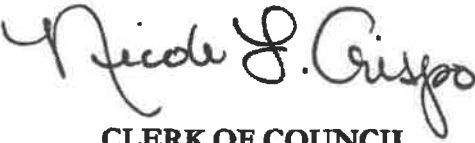
THEREFORE, BE IT FURTHER RESOLVED, that the Elections Department explore the feasibility of allowing curbside voting at locations across the City.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Elections Department report back to the City Quincy regarding this resolution at the next scheduled City Council meeting.

PASSED TO BE ORDAINED:

September 21, 2020

ATTEST:


CLERK OF COUNCIL

RECIEVED:

September 22, 2020



MAYOR

YEAS Cain, Croall, DiBona, Harris, Liang, Mahoney, McCarthy, Palmucci, Phelan
NAYS Cain, Croall, DiBona, Harris, Liang, Mahoney, McCarthy, Palmucci, Phelan

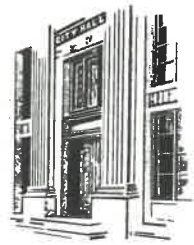


Office of the City Clerk
NICOLE L. CRISPO, C.M.C.
City Clerk

JOSEPH J. NEWTON
Assistant City Clerk

City of Quincy, Massachusetts

Mayor James R. McIntyre City Hall
1305 Hancock Street
Quincy, Massachusetts 02169



TEL: 617-376-1131
FAX: 617-376-1082
Email: ncrispo@quincyma.gov

To: Quincy City Council

From: Nicole L. Crispo, City Clerk

Date: October 1, 2020

RE: 2020-129 November Election Access

At your September 21, 2020 City Council Meeting you requested that the Election Department formulate a plan to send and receive ballots by mail that takes into account the current USPS issues. Below please find the steps being taken to ensure that all ballots are processed in accordance with provisions set forth by the Secretary of the Commonwealth.

In-Person Early Voting October 17-October 30:

- Saturday and Sunday October 17/18 and October 24/25 at North Quincy High School 9am-4pm
- Monday through Friday October 19-23 and 26-30 at Quincy City Hall 8:30am-4:30pm

Options to return Vote by Mail Ballots:

- Hand-deliver to early voting locations as noted above
- Hand-deliver to Election Office at City Hall during business hours (until 8pm on Election Day)
- Deposit in Official Ballot Box at Quincy City Hall until 8pm on Election Day
 - 5-minute designated parking in front of City Hall for ballot delivery
- Return via the USPS

Ballot Processing (deliver out/receive in):

- Voter requests for vote by mail ballots are scanned into state database as requests are received
- Corresponding vote by mail ballots are addressed and prepared for USPS pick-up each day
- Election office retains copy of all mail labels and the date each voter ballot was delivered to the USPS
- As vote by mail ballots are returned (USPS, hand-delivery, drop box) they are scanned into the state database and secured until the ballot is processed
 - Consistent with September 1 Primary, the Election Department is in frequent daily contact with the Quincy Center USPS to ensure timely delivery of vote by mail ballots to voters and corresponding return of the ballots to the Election Office

Communication and Voter Outreach:

- Early voting schedule and the various options noted above for ballot delivery will be communicated in The Quincy Sun, The Patriot Ledger and The World Journal
- Multiple interviews and updates will be aired on QATV discussing early voting, the options for ballot delivery, and the election in general
- This information can also be found on the Election page on quincyma.gov

I hope this information is responsive to your request. I look forward to another successful election, and as always appreciate your support.

INTRODUCED BY: **MAYOR THOMAS P. KOCH**

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-130

ORDERED:

October 05, 2020

Order Approving Land Disposition Agreement

That in furtherance of urban redevelopment in the Quincy Center Urban Revitalization District, pursuant to the Quincy Center Urban Revitalization and Development Plan, as amended from time to time, the Mayor of the City of Quincy is hereby authorized to enter into a Land Disposition Agreement with ANDRIAN SHAPIRO, EDWARD SHAPIRO, AND ALEX MATOV, DBA LBC PARTNERS, (the "proposed redeveloper") regarding property identified as Parcels R-2 and R-3 located in the Hancock Lot together with other such related or abutting parcels owned by the City or LBC all located within the same Hancock Lot and more fully described in said Land Disposition Agreement, all in accordance with the terms of the Land Disposition Agreement attached hereto and fully incorporated herein by reference.

And further, that the Mayor is hereby authorized to execute and deliver on behalf of the City such deeds and any and all other documents of conveyance related to the sale and disposition of each of said parcels, and the granting and acceptance of any and all easements, cross easements, or other property interests or rights in or over all other City owned land with the Quincy Center Urban Revitalization District as are required to effectuate the URDP as amended from time to time, and the Land Disposition Agreement, upon such terms and conditions as the Mayor deems in the best interest of the City of Quincy and as provided in and in furtherance of the Land Disposition Agreement.

LAND DISPOSITION AGREEMENT
BY AND BETWEEN
CITY OF QUINCY
AND
ANDRIAN SHAPIRO, AND ALEX MATOV,
DBA LBC PARTNERS

October 1, 2020

Table of Contents

LIST OF EXHIBITS

[To be updated]

Exhibit A 1: Existing Conditions Plan dated _____ **Exhibit A-2:** Land Exchange Discussion Exhibit, dated _____ (“Land Exchange Plan”).

Exhibit A-3: Future Conditions Plan, dated _____ (“Future Conditions Plan”)

The Existing Conditions Plan, the Land Exchange Plan and the Future Conditions Plan are collectively referred to herein as the “Plans.”

Exhibit B: Preliminary Description of Property Rights – Fee Transfers and Easements

Exhibit C-1: View of Hancock and Cliveden, R-3 Development, (4 sheets), dated ____/____/20, prepared by _____.

Exhibit C-2: Master Plan R-2 Development Floor Programming, (3 sheets), dated ____/____/20 prepared by _____.

Exhibit D: Form of f Special Legislation Chapter 355 of the Acts of 2016 amending Chapter 32 of the Acts of 2011

Exhibit E: Plan of Cliveden Street Extension, dated 5/15/19

Exhibit F: List of Redeveloper’s Principals

Exhibit G: List of Redeveloper’s Professionals and Consultants

Exhibit H: Redeveloper's Disclosure Statement of Beneficial Interest

Exhibit I: Revenue Enforcement Certification Pursuant to M.G.L. C. 62C, §49A

INDEX OF CERTAIN OPERATIVE DEFINITIONS

“1534 Hancock” shall have the meaning set forth in Background Recital No. 5.

“1546 Hancock” shall have the meaning set forth in Background Recital No. 5.

“1550 Hancock” shall have the meaning set forth in Background Recital No. 5.

“1562 Hancock” shall have the meaning set forth in Background Recital No. 5.

“1570 Hancock” shall have the meaning set forth in Background Recital No. 5.

“Affiliate” shall mean (a) any entity that directly or indirectly controls, is controlled by or is under common control with the Redeveloper, or (b) any entity at least a majority of whose economic interest is owned by the Redeveloper; and the term “control” means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

“Approval Date” shall mean the later to occur of: (1) the City Council’s approval of this Agreement, (2) issuance of a Certificate of Consistency by the Quincy Planning Board, and (3) the DHCD’s approval of this Agreement.

“Bond Authorization” shall mean a vote by the Quincy City Council to authorize the issuance of Bond Anticipation Notes for approximately ten (10) years and taxable general obligation bonds for thirty (30) years in an amount sufficient, at a minimum, to pay for the Cliveden Street Extension.

“Building Permit Fees” shall mean all fees on account of the Project due to the City in payment of building permit and related fees, but shall not include sewer connection, water connection and any related sewer or water system mitigation fees. Building Permit Fees for each of the R-2 Building and the R-3 Building shall be paid in eight (8) quarterly installments, with the first installment due prior to issuance of a certificate of completion for each of the R-2 Building and the R-3 Building respectively, and each following installment due 90 days thereafter.

“Certificate of Completion” shall have the meaning set forth in Section 18.2.1

“Certificate of Consistency” shall have the meaning set forth in Section 4.

“Certificate of Occupancy” shall mean either a certificate of occupancy which permits the occupancy of the residential component of the R-2 or the R-3 Building.

“City” shall mean the City of Quincy, a municipal corporation.

“City Construction Overseer” shall be the consultants designated by the City to promulgate and oversee the implementation of the Construction Management Plan for the R-2 and R-3 parcels and public improvements attendant thereto.

“City Council Approvals” shall mean its approval of this Land Disposition Agreement.

“City Garage” shall mean the parking garage completed by the City in the Hancock Lot in 2020, and that shall continue to be maintained and operated by the City.

“City Parcels” shall mean the R-2 Parcel and the R-3 Parcel.

“Cliveden Street Extension” shall mean the extension of Cliveden Street across Hancock Street to a parking garage currently under construction on the Hancock Lot, to a pedestrian plaza to be located between the H-1 Project to the north and the Garage to the East, and to the R-3, Project to be located to the south and to other areas in the Hancock Lot, all as shown on Exhibit E.

“Cliveden Street Parcels” shall mean 1534 Hancock, 1546 Hancock and that portion of 1550 Hancock necessary for the Cliveden Street Extension.

“Closing” or “Closings” shall have the meaning set forth in Section 4.

“Closing Date” and “Time for Closing” shall have the meaning set forth in Section 4.

“Commencement of Construction” shall be the earlier of (i) the date that a foundation permit is issued for any component of the Project or (ii) the date that the Mayor, with the advice of the City’s Construction Overseer, after review of the preliminary foundation plans for the Project, determines would be reasonable evidence of the Redeveloper’s intent and commitment to prosecute the Project to completion.

“Completion of Demolition” shall mean 12/31/2020, which is the date the City completed demolition of the buildings and removal of the building debris necessary for construction of the Cliveden Street Extension.

“Construction Management Plan” shall mean a construction management plan for the R-2 Building, the R-3 Building, the Public Improvements, and each of the R-2 and R-3 sites, to be prepared by the Redeveloper for review and approval by the City, acting by and through the City’s Construction Overseer. The Construction Management Plan shall include a comprehensive schedule for construction and management of construction activities, including construction sequencing, lay-down and staging areas, parking locations, fencing, pedestrian access to the Hancock Lot, stormwater management and such other construction management measures as the City’s Construction Overseers shall require. The final Construction Management Plan shall be submitted to the building inspector with or before the building permit application.

“DHCD” shall mean the Massachusetts Department of Housing and Community Development.

“Family Transfer” shall mean a transfer to a Party described in Section 16.2(i)(C).

“Force Majeure Event” shall have the meaning set forth in Section 22.1.

“H-1 Project” shall have the meaning set forth in Background Recital No. 6.

“Hancock Lot” shall mean the Hancock Parking Lot, as described in the URDP.

“Party” shall mean the Redeveloper or the City, and “Parties” shall mean both the Redeveloper and the City.

“Parcel” shall mean any parcel of land designated for redevelopment pursuant to the Quincy Center District Urban Revitalization and Development Plan, as amended.

“Plan” shall mean Exhibits A-1, A-2 and A-3.

“Plaza Improvements” shall have the meaning set forth in Background Recital No. 6.

“Project” shall have the meaning set forth in the Recitals section of this Agreement, to wit: the R-3 Building and the the R-2 Building, site improvements for each site, and related infrastructure and utilities.

“Property” shall have the meaning set forth in the Recitals section of this Agreement.

“Public Improvements” shall mean any public improvements (such as sidewalks, utilities and related public infrastructure) approved by the City in connection with the the R-2 Building or the R-3 Building.

“Purchase Price” shall have the meaning set forth in Section 1.

“R-2 Outside Completion Date” and “R-3 Outside Completion Date” shall have the meanings set forth in Section 9.

“R-2”, “R-2 Parcel” and “Parcel R-2” shall mean the property identified as Parcel R-2 pursuant to the URDP, as amended to date, located in the Hancock Parking Lot at the intersection of Revere Road and Dennis F. Ryan Parkway.

“R-2 Building” shall mean the 5-7 story mixed use building to be constructed on R-2.

“R-3”, “R-3 Parcel” and ”Parcel R-3” shall mean the property identified as Parcel R-3 pursuant to the URDP, located in part in the Hancock Parking Lot, and in part on land of the Redeveloper on Hancock Stree, including land between H-1 and the intersection of Revere Road/Hannon Parkway, and shall include that portion of 1550 Hancock shown on Exhibit A-2 as “Former Hancock Business LLC land to be included in R-3.”

“R-3 Building” shall mean the 7 story mixed use building to be constructed on R-3.

“Redeveloper” shall mean Andrian Shapiro and Alex Matov, dba LBC Partners.

“Redeveloper Affiliate” shall have the meaning set forth in Section 16.2(i)(A).

“Redeveloper Parcels” shall mean the Cliveden Street Parcels.

“Special Legislation” shall mean Chapter 355 of the Acts of 2016.

“URDP” shall mean the urban renewal plan for downtown Quincy, as amended through May 7, 2019, as more particularly described in the recitals section of this Agreement.

LAND DISPOSITION AGREEMENT

PREAMBLE

This Land Disposition Agreement (the “**Agreement**”) is entered into as of this ____ day of October, 2020, by and between the City of Quincy, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with an address of 1305 Hancock Street, Quincy, MA 02169 (the “**City**”), and Andrian Shapiro and Alex Matov, dba LBC Partners, with a principal place of business at 20 Linden Street, Boston, Massachusetts, 02134 (the “**Redeveloper**”).

BACKGROUND; RECITALS

1. The City has adopted an urban renewal plan for Downtown Quincy entitled “Quincy Center District Urban Revitalization and Development Plan”, dated May 21, 2007, as amended by a First Amendment dated June 15, 2009, a Second Amendment dated December 20, 2010, a Third Amendment dated February 10, 2016, a Fourth Amendment dated June 27, 2016, and a Fifth Amendment dated May 7, 2019 (as the same may be amended from time to time, the “**URDP**”).
2. The URDP addresses the potential redevelopment of several blocks in downtown Quincy, including the entirety of the Hancock Lot.
3. Parcel R-2 is situated within the Hancock Lot; Parcel R-3 is in part in the Hancock Lot, in part on 1500 Hancock Street and in part on land owned by affiliates of the Redeveloper located at 1562 Hancock Street and 1570 Hancock Street. Parcel R-2 and Parcel R-3 are collectively referred to herein as the “Property.”
4. Building R-2 and Building R-3 are identified as buildings to be constructed pursuant to the Fifth Amendment of the URDP, and are shown on Map 12.02(2)(J-1) on page 31 of the Fifth Amendment.
5. On December 5, 2019, affiliates of the Redeveloper transferred to the City three parcels of real estate abutting R-3, located at 1534-1538 Hancock Street (Map ID: 1142-22-2) (“**1534 Hancock**”), 1546-1548 Hancock Street (Map ID: 1142-38) (“**1546 Hancock**”) and 1550-1556 Hancock Street (Map ID: 1142-25-A) (“**1550 Hancock**”). Also in 2019, in order to facilitate redevelopment of R-3, affiliates of the Redeveloper acquired two parcels of real estate abutting R-3, located at 1562 Hancock Street (Map ID: _____) (“**1562 Hancock**”) and 1570 Hancock Street (Map ID: _____) (“**1570 Hancock**”).
6. An Affiliate of the Redeveloper has recently completed construction of a mixed use (retail and residential) building on property located on and behind 1500 Hancock Street, which project is in part constructed on land identified in the Fourth Amendment as Parcel H-1 (the “**H-1 Project**”), in accordance with a Land Disposition Agreement between the City and Andrian Shapiro, Edward Shapiro and Alex Matov (the “**H-1 Redeveloper**”) dated April 19, 2017, as amended (the “**H-1 LDA**”). The URDP provides that the City will acquire 1534 Hancock and 1546 Hancock to improve vehicular and

pedestrian access, and visibility into, the redevelopment of the Hancock Lot. More specifically, the City intends to extend Cliveden Street across Hancock Street to improve pedestrian and vehicular access to the H-1 Project, to the recently completed parking garage in the center of the Hancock Lot (the "**Garage**"), to a pedestrian plaza to be located between the H-1 Project and the Garage (the "**Plaza Improvements**"), and to R-3, and to other areas bordering and within the Hancock Lot.

7. The City has acquired from an affiliate of the Redeveloper a portion of 1550 Hancock, to be used in connection with construction of the Cliveden Street Extension. The Cliveden Street Extension, is shown on the plan attached hereto as **Exhibit F**.
8. The URDP contemplates a 5-7 story mixed use residential development on R-3 (the "**R-3 Building**"), and a 5-7 story mixed use residential development on R-2 (the "**R-2 Building**").
9. Contingent upon the approval of this Agreement by the City Council, in general terms the transaction contemplated by this Agreement involves:
 - a. The fee conveyance by the City to the Redeveloper or an affiliate thereof of the R-2 Parcel and the R-3 Parcel;
 - b. The removal by the City of the buildings on the Cliveden Street Parcels, which work is in process and is expected to be completed by 12/31/2020;
 - c. The construction by the City of the Cliveden Street Extension, which is anticipated to be complete in the second quarter of 2021;
 - d. The construction by the Redeveloper on the R-3 Parcel of a new approximately [240,000] gross square foot, 7 story mixed use building with approximately 210 - 250 residential units and [8,000 – 15,000] gross square feet of commercial space on the first floor (the "**R-3 Building**"), all in accordance with the Construction Management Plan. A concept plan of the R-3 Building is shown on the Plan attached hereto as **Exhibit C-1**.
 - e. The construction by the Redeveloper on the R-2 Parcel of a new approximately 120,000 gross square foot, 6 story mixed use building with approximately 115 – 145 units (the "**R-2 Building**") all in accordance with the Construction Management Plan.. A concept plan of the R-2 Building is shown on the Plan attached hereto as **Exhibit C-2**.
 - f. In order to facilitate the timely construction of the Cliveden Street Extension to provide access to the newly constructed garage and recently occupied 1500 Hancock Street apartment building constructed by the Redeveloper; and to provide access to Parcel R-3 within the Hancock Lot; in accordance with City Council Order No. 2016-133 adopting URDP Amendment #4; and City Council Order No. 2019-042 adopting URDP Amendment #5; and pursuant to City Council Order No. 2017-073 & 073 (a) approving the appropriations for DIF II; and City Council Order 2019-40 approving the appropriations for DIF III for the Cliveden Street

Extension, the "Cliveden Street Parcels" as described above in Recital 5, have been conveyed by the Redeveloper to the City through an exchange of deeds pursuant to Purchase and Sale Agreements for each parcel and conveyed as a precursor to the approval of this Agreement by the City Council, and in accordance with the URDP the City has commenced removal of the buildings on those Parcels to facilitate construction of the Cliveden Street Extension

- g. The transfer to the City of the fee interest in a strip of land fronting on Hancock Street, as shown on Exhibit A-2, for use for certain sidewalk and other public improvements.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, the sufficiency of which are hereby acknowledged, the City and the Redeveloper (each a "**Party**", and collectively, the "**Parties**") hereby agree as follows:

1. Purchase Price.

At the consummation and settlement of each of the transactions described in Section 4 hereunder, payment shall be made as follows:

- (a) The Redeveloper shall pay the City Three Million, Five Hundred and Two Thousand and Eight Hundred Dollars (\$3,502,800) for the R-2 Parcel; and
- (b) The Redeveloper shall pay the City One Million, Three Hundred and Thirty Thousand Dollars (\$1,330,000.00) for the R-3 Parcel. In each case, the payment shall be referred to as the "Purchase Price." The payment of the Purchase Price shall be made in cash, certified check, or wire transfer at the transferor's election.

2. Deposit.

To secure its obligation hereunder, the Redeveloper shall pay a deposit in the amount of Fifty-Five Thousand Dollars (\$55,000.00) (the "**Deposit**"). The Deposit shall be paid upon execution of this Agreement by the Redeveloper and shall be held by the City in a money market account and shall be duly accounted for at the latter of the R-2 Closing or R-3 Closing, as defined below, it being understood that the Deposit shall remain in escrow until the latter of the R-2 Closing or the R-3 Closing. Interest shall follow the Deposit. If the Redeveloper shall fail to fulfill the Redeveloper's agreements herein up to and including the R-2 Closing or the R-3 Closing, the Deposit shall be retained by the City as its sole and exclusive remedy at law and in equity.

3. Redeveloper Due Diligence Objections; Title Deed and Other Closing Documents.

- a. The City shall convey each of the City Parcels to the Redeveloper by means of one or more release deeds (each a "City Deed") in form suitable for recording and satisfactory to the Redeveloper's title insurance company in order to issue a title insurance policy subject only to the encumbrances and exceptions permitted under this Agreement. The Redeveloper shall make its own arrangements for title insurance. Said conveyances by the City to the Redeveloper shall be subject to (i) provisions of existing rules and regulations including,

without limitation, building, zoning and environmental laws; (ii) real estate taxes, if any, not yet due and payable, (iii) rights, easements and restrictions of record, if any, as reviewed and approved by the Redeveloper during the Redeveloper Due Diligence Period provided under Section 3(b); (iv) the use restrictions and protective covenants set forth in Section 17.1 hereof; and (v) the URDP.

- b. The Redeveloper shall have a period of forty five (45) days from the Approval Date within which to examine title to the City Parcels (the “**Redeveloper Due Diligence Period**”), including any areas subject to easement rights, and to perform other due diligence concerning the physical condition of the City Parcels. Prior to the end of the Redeveloper Due Diligence Period, the Redeveloper shall notify the City in writing of any title exceptions to which it objects and any other due diligence objections related to the physical condition of the City Parcels (the “**Redeveloper’s Objection Notice**”). All title exceptions relating to the City Parcels of record effective as of the effective date of the Redeveloper’s title insurance commitment for the City Parcels and any other due diligence objections relating to conditions on the City Parcels and in existence as of the dates of the Redeveloper’s investigation shall be deemed to have been waived unless included in the Redeveloper’s Objection Notice and the Redeveloper shall accept title to the City Parcels subject to such title exceptions and all other due diligence matters.
- c. Within thirty (30) days after receipt by the City of the Redeveloper’s Objection Notice, the City shall provide the Redeveloper with a notice stating whether or not it intends to cure such objections. Provided the City intends to cure such objections, then the City shall use reasonable efforts, not to exceed \$25,000, to cure any title objections and not to exceed \$50,000 to cure any other due diligence objections to the City Parcels; provided, however, that there shall be no dollar limit with respect to voluntary encumbrances, such as a mortgage.
- d. If the City fails to undertake a cure or, prior to the Closing, has failed to cure such title or other due diligence objections, the Redeveloper shall have the right to terminate this Agreement, in which event the Deposit shall be returned to the Redeveloper. In the event that the Redeveloper does not so elect to terminate this Agreement, the Closing shall occur without any deduction in the Purchase Price or other similar adjustment.
- e. Whether or not the Redeveloper shall have timely delivered to the City the Redeveloper’s Objection Notice, the Redeveloper may, at or prior to the Closing Date (as hereinafter defined), notify the City in writing of any title objections first appearing of record after the date that is the earlier of (i) the expiration of the Redeveloper Due Diligence Period, or (ii) the effective date of the Redeveloper’s title commitment as to the applicable property, or, in the case of the City Parcels’ physical condition, arising after the date of the Redeveloper’s due diligence inspection. With respect to any such objections, the City shall have the same obligation to cure and the Redeveloper shall have the same obligation to accept title subject to such matter(s) as those which apply to any notice of objections made by the Redeveloper before the expiration of the Redeveloper Due Diligence Period. If the City reasonably requires additional time to cure such matters, the Closing Date shall be extended for a reasonable additional amount of time to effect such cure.

4. Closing and Closing Deliveries; Time of Performance.

a. DHCD Approval.

The Parties acknowledge that this Agreement, once fully executed pursuant to review and approval by The City Council, will require the further approval of the Secretary of the Massachusetts Department of Housing and Community Development ("DHCD") under Mass. Gen. Laws Chapter 121A before the Parties can fully perform their respective obligations hereunder.

b. Closing; Closing Date; Place.

(1) The transactions contemplated by this Agreement shall take place in multiple closings as follows:

(a) Subject to Section 4(c), below, R-2 shall be conveyed to the Redeveloper within 30 days following the latter of (i) approval of the Certificate of Consistency for R-2 by The Planning Board and (ii) DHCD approval of this Agreement (the "R-2 Closing"). At the R-2 Closing the Redeveloper shall pay the City the \$3,502,800.00.

(b) Subject to Section 4(c), below, R-3 shall be conveyed to the Redeveloper within 30 days following the latter of (i) approval of the Certificate of Consistency for R-3 by The Planning Board (the "R-3 Closing") and (ii) DHCD approval of this Agreement. At the R-3 Closing the Redeveloper shall pay the City \$1,333,000.00.

(c) The R-2 Closing and the R-3 Closing are collectively referred to as the "**Closings**" and the date of each closing as the "**Closing Date**" or "**Time of Closing**." The Closings shall take place at City Hall, Quincy, MA, or at such other place as the Parties agree or through mutually acceptable escrow arrangements. The Redeveloper shall have the one-time right to extend the date of the R-2 Closing and the R-3 Closing for an additional period of up to three (3) months beyond such date by notice to the City given at least thirty (30) days before the Closing Date. Subject to review by the City that the Redeveloper has demonstrated good faith and diligent efforts to obtain its required financing, permits and approvals in order to close and the City determines that the Redeveloper has demonstrated good faith and diligent efforts in that regard, the City shall notify the Redeveloper of the proposed new Closing Date at least thirty (30) days in advance.

From and after the date of this Agreement, the Redeveloper shall provide the City with a written update at least once during every two months with respect to the status of its various applications for permits, approvals and financing required to satisfy its conditions to close as set forth in Section 11.1(b) of this Agreement, including, but not limited to: (1) the status of its application for financing, the preliminary application for which the Redeveloper shall submit within thirty (30) days of the Approval Date; and (2) the status of its application for a Certificate of Consistency under the URDP (hereafter, the "Certificate of Consistency") to construct the Project, which the Redeveloper shall submit for R-2 within one hundred twenty (120) days after City Council approval of this Agreement, and for R-3 within one hundred and eighty (180) days after City Council approval of this Agreement. The Redeveloper agrees to use good faith and diligent efforts to obtain its required financing and to secure the other approvals and permits

necessary to close in accordance with this Section 4 and Section 11.1(a) (the "Entitlements") hereof. If the Redeveloper is unable to secure a financing commitment or all necessary final Entitlements (which shall mean that all Entitlements have been issued by the applicable City or state authority, with all appeal periods expired and no appeal having been taken therefrom or if there is an appeal, the appeal has been finally resolved) within two years of the Approval Date, having failed to secure all the necessary Entitlements, the Redeveloper may terminate (The "Termination Date") this Agreement by giving written notice to the City not more than thirty (30) days after exhausting all appeals, in which case the Deposit shall be returned to the Redeveloper and all Parties rights and obligations under this Agreement shall terminate.

If the Redeveloper has not earlier terminated this Agreement pursuant to this Section 4, and fails to close by the R-2 Closing Date or the R-3 Closing Date, as they may be extended, this Agreement shall terminate, the City shall retain the deposit as liquidated damages as its sole remedy, and all other rights and obligations of the Parties under this Agreement shall cease, except that the Deposit shall be returned to the Redeveloper if the City has failed to meet its closing obligations under Section 11.1(a) of this Agreement.

5. Full Possession/Condition of Property at Time of Closing; Acceptance of Deed.

Except as otherwise expressly provided herein, the City Parcels shall be conveyed "as is," in the condition in which they exist on the date hereof and free of all tenants and occupants.

The acceptance of a deed, grant of easements or other property interests to be conveyed hereunder shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except those that are, by the terms hereof or thereof, stated to survive delivery of the deed or, as a practical matter, are to be performed after the delivery of the deed.

6. Use of Purchase Money to Clear a Title.

To enable the Parties to make conveyance as herein provided, either Party may, at the time of the delivery of the deed, use any cash portion of purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that provisions reasonably satisfactory to the other party are made at the time of the applicable Closing for the prompt recording of all instrument so procured.

7. Broker's Fee.

Each of the City and the Redeveloper represents and warrants to the other that neither has dealt with any real estate broker or other person who would be entitled to be paid a commission by reason of the procurement of this Agreement or the conveyance of the City Parcels or the Redeveloper Parcels hereunder, and each agrees to defend, indemnify and hold the other harmless from and against any loss, damage or expense arising out of any breach by the indemnifying Party of such representation and warranty. These warranties, representations and indemnifications shall survive the delivery of the deed.

8. Acquisition and Construction Financing.

8.1 The Redeveloper represents and covenants that it has or will have by the Closing adequate financial resources to acquire the City Parcels and to develop the R-3 Building and R-2 Building as set forth in this Agreement and shall provide reasonable evidence to the Mayor that the Redeveloper shall be in a stable financial condition, not the subject of, nor threatened with, a bankruptcy, receivership, assignment for the benefit of creditors or other insolvency type proceedings and, through its principals and affiliates, is financially capable of developing the R-3 Building and R-2 Building within the contemplation of this Agreement. Such evidence shall be treated as proprietary in nature and shall not be disclosed except to the extent required by law.

8.2 The City acknowledges that the Redeveloper intends to seek financing to acquire the R-3 Parcel and the R-2 Parcel and/or to develop the R-3 Building and R-2 Building, and may thereafter refinance the R-3 Building and/or the R-2 Building from time to time.

8.3 City Financing of Public ImprovementsThe Project is anticipated to include certain Public Improvements, which Improvements have not yet been designed or approved by the City. The City shall construct the Cliveden Street Extension, solely at City expense, as well as new sidewalks, roadway improvements and other Public Improvements. The Redeveloper shall be solely responsible for certain Public Improvements (such as utility upgrades) that are required solely as a result of the Redeveloper's Project. Said Public Improvements shall be reviewed and approved by the City Construction Overseer and incorporated into the Construction Management Plans for Parcel R-2 and Parcel R-3.

9. Description of Project; Closing; Construction of Proposed Improvements; Commencement and Completion Dates.

The overall Project shall consist of the the construction of the R-3 Building and R-2 Building. The Redeveloper shall construct the R-3 Building on the R-3 Parcel and the R-2 Building on the R-2 Parcel. The Project to be constructed and operated by the Redeveloper is more fully described in Background Recital No. 9.

- a. The City shall transfer R-2 and R-3 to the Redeveloper, as more fully described in Section 4 of this Agreement.
- b. The City shall use diligent efforts to remove the buildings located on the Cliveden Street Parcels no later than Fall, 2020.
- c. The City shall use diligent efforts to substantially complete construction of the Cliveden Street Extension by 2021.
- d. Subject to Force Majeure as described in Section 22.1, Redeveloper shall substantially complete construction of the R-3 Building within thirty (30) months following the Approval Date. Should the Redeveloper be unable to complete construction within the 30 month period the City may grant an

extension to the Redeveloper for such additional period that the City determines to be reasonable and achievable

- e. The City and the Redeveloper shall cooperatively and reasonably coordinate the construction of the R-3 Building with the completion of the Plaza Improvements in the Hancock Lot and any other Public Improvements associated with R-3. In general terms, the City shall be responsible for the Hard Costs and Soft Costs of all Plaza Improvements, as well as all R-3 Public Improvements, which shall include but not be limited to sidewalks, landscaping, public infrastructure and utilities, and the Redeveloper shall be responsible for all Public Improvements necessary solely as a result of the R-3 Project. The description of these improvements will be incorporated into the Construction Management Plan adopted by the City's Construction Overseer.
- f. Should Force Majeure occur, the R-3 Building shall be completed and open by no later than thirty-six (36) months from Commencement of Construction (the "R-3 Outside Completion Date"); provided, however, that if damage to the R-3 Building caused by the occurrence of a Force Majeure event cannot be repaired using commercially reasonable efforts prior to the R-3 Outside Completion Date, the R-3 Outside Completion Date, pursuant to review and approval by the City may be extended so as to enable the Redeveloper to complete such repairs in such manner.
- g. Subject to Force Majeure as described in Section 22.1, Redeveloper shall substantially complete construction of the R-2 Building within thirty-six (36) months following the Approval Date. Should the Redeveloper be unable to complete construction within the 36 month period the City may grant an extension to the Redeveloper for such additional period that the City determines to be reasonable and achievable.
- h. Should Force Majeure occur, the R-2 Building shall be completed and open by no later than thirty-six (36) months from Commencement of Construction of the R-2 Building (the "R-2 Outside Completion Date"); provided, however, that if damage to the R-2 Building caused by the occurrence of a Force Majeure event cannot be repaired using commercially reasonable efforts prior to the R-2 Outside Completion Date, the R-2 Outside Completion Date, pursuant to review and approval by the City, may be extended so as to enable the Redeveloper to complete such repairs in such manner.

10. Environmental Conditions

Each Party shall be responsible for the costs of any Phase I Site Assessment that it undertakes. Otherwise, the Redeveloper will be solely responsible for any environmental remediation or premium costs of soil removal due to the presence of contamination on or from the Redeveloper Parcels, and the City shall be solely responsible for the cost of any

environmental remediation or premium costs of soil removal due to the presence of contamination on or from the City Parcels.

11. Conditions Precedent to Closing.

Contingent upon the City Council's approval of this Land Disposition Agreement, the respective conditions to the City's and the Redeveloper's obligation to close shall be as follows:

11.1 Conditions Precedent to Closing

- 11.1.1 All of the Redeveloper's representations and warranties set forth in Section 13 shall be materially true and correct as of the Closing;
- 11.1.2 Submission of all evidence of insurance required by Section 19;
- 11.1.3 In the case of the R-2 Closing and the R-3 Closing, the issuance of a Certificate of Consistency by the Planning Board for R-2 or R-3, as applicable, under the URDP, as amended, as well as approval of the LDA By DHCD
- 11.1.4 The absence of any uncured terminable default on the part of the Redeveloper hereunder;
- 11.1.5 Payment by the Redeveloper of any Purchase Price required by Section 1 hereof for the R-2 Closing or the R-3 Closing, as the case may be; and
- 11.1.6 No material breach shall exist in the performance by the Redeveloper of all other obligations on its part to be performed hereunder prior to the Closing. For the purposes of this Section 11, a material breach shall be one which, if uncured, gives a Party a reasonable basis for determining that the other Party will be unable to close and to complete the Project as required under this Agreement.

b. **Redeveloper Conditions.** The following conditions shall be required to be satisfied (unless the Redeveloper elects to waive them) as a precondition to the Redeveloper's obligation to pay any Purchase Price to the City or to convey title to the Redeveloper Parcels to the City, as applicable to each of the Closings set forth in Section 4:

- i. Establishment of the Public Improvements Financing Account;
- ii. Subject to Section 3, there has been no change in the City's title to the City Parcels as of the date hereof;
- iii. Subject to Section 10, there has been no change in the environmental condition of the City Parcels;

- iv. Delivery of the deed(s) for the City Parcels required to effectuate the R-2 Closing or the R-3 Closing, as the case may be, each executed on behalf of the City by the Mayor and each in a form and substance reasonably satisfactory to the Redeveloper;
- v. The delivery of such other customary and reasonable documents as shall be required by the title insurance company or the Redeveloper's counsel, all of which the Mayor shall be authorized to execute;
- vi. All of the City's representations and warranties set forth in Section 14 shall be materially true and correct as of the Closing;
- vii. Possession of the City Parcels is delivered free and clear of tenants and occupants and any claims, rights of third parties not of record as of the date of this Agreement, but without warranty or representation by the City in respect of its physical condition other than as required in a standard title insurance certificate;
- viii. All discretionary permits required for the Project shall have been issued, with all applicable appeal periods having expired without the filing of any appeal or, if one or more appeals shall have been filed within the required timeframe, such appeals shall have been dismissed in favor of the respective Project; and
- ix. No material breach shall exist in the performance by the City of all other obligations on its part to be performed hereunder prior to the Closing.

12. **Failure of Conditions.** In the event of the failure of fulfillment or observance of any condition under this Section 12 to the City's or the Redeveloper's respective performance (unless the same shall be waived as above provided), the Party for whose benefit such condition is provided shall have the election at the Closing not to proceed with the Closing and to terminate this Agreement, in which event the Deposit shall be repaid.

13. Representations and Warranties of Redeveloper.

The Redeveloper represents and warrants that:

- 13.1 The Redeveloper's designee to take title to the City Parcels (and which shall be an Affiliate of the Redeveloper) will at the time of the Closing be: (1) duly organized under the laws of the Commonwealth of Massachusetts; and (2) in good standing and qualified to do business under the laws of the Commonwealth of Massachusetts;
- 13.2 The Redeveloper has taken all actions required by law to approve the execution of this Agreement;

- 13.3 The Redeveloper's entry into this Agreement and/or the performance of the Redeveloper's obligations under this Agreement do not violate any contract, agreement or other legal obligation of the Redeveloper;
- 13.4 The Redeveloper's entry into this Agreement and/or the performance of the Redeveloper's obligations under this Agreement do not constitute a violation of any state or federal statute or judicial decision to which the Redeveloper is subject;
- 13.5 There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the Redeveloper's obligations under this Agreement;
- 13.6 The Redeveloper has the legal right, power, and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by the Redeveloper is requisite to the valid and binding execution, delivery, and performance of this Agreement, except as otherwise expressly set forth herein; and
- 13.7 The individuals executing this Agreement are authorized to execute this Agreement on behalf of the Redeveloper.

The representations and warranties set forth above are material considerations to the City, and the Redeveloper acknowledges that the City is relying upon the representations set forth above in undertaking the City's obligations set forth in this Agreement. The Redeveloper's representations and warranties shall survive the final closing contemplated by this Agreement for a period of one (1) year and shall not be deemed merged with any deed.

14. Representations and Warranties of the City.

The City represents and warrants that:

- 14.1 The City is a municipal corporation organized under the laws of the Commonwealth of Massachusetts;
- 14.2 The City has taken all actions required by law to approve the execution of this Agreement;
- 14.3 The City's entry into this Agreement and/or the performance of the City's obligations under this Agreement do not violate any contract, agreement or other legal obligation of the City;
- 14.4 The City's entry into this Agreement and/or the performance of the City's obligations under this Agreement do not constitute a violation of any state or federal statute or judicial decision to which the City is subject;

- 14.5 There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of the City's obligations under this Agreement;
- 14.6 Pursuant to Approval of this Agreement by the City Council with the Mayor's concurrence and the approval of the Massachusetts Department of Housing and Community Development, the City has the legal right, power, and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement will have been duly authorized and no other action by the City is requisite to the valid and binding execution, delivery, and performance of this Agreement, except as otherwise expressly set forth herein; and
- 14.7 The individual(s) executing this Agreement is/are authorized to execute this Agreement on behalf of the City.

The representations and warranties set forth above are material considerations to the Redeveloper, and the City acknowledges that the Redeveloper is relying upon the representations set forth above in undertaking the Redeveloper's obligations set forth in this Agreement. The City's representations and warranties shall survive the final closing contemplated by this Agreement for a period of one (1) year and shall not be deemed merged with any deed.

15. Right to Access.

Prior to the Redeveloper's making entry on the City Parcels, the Redeveloper (i) shall provide to the City evidence of the insurance required by Section 19 hereof, and (ii) shall provide the City with at least twenty-four (24) hours advance notice of such entry at reasonable times for the purpose of conducting Project-related activities in a manner not unreasonably related to interfere with the City's on-going operation of the Hancock Lot.

16. Assignment and Transfer.

- 16.1 **Representations as to Redevelopment.** The Redeveloper represents and agrees that its purchase of the City Parcels, and its other undertakings pursuant to this Agreement are, and will be used, solely for the purpose of development of the Project in the manner provided for in this Agreement and not for speculation in land holding. The Redeveloper further recognizes that, in view of: (i) the importance of the Project to the general welfare of the City; and (ii) the fact that a change with respect to the identity of the parties in control of the Redeveloper is, for practical purposes, a transfer or disposition of the City Parcels, the qualifications and identity of the Redeveloper and those who manage it are of particular concern to the community and to the City. The Redeveloper further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Redeveloper and, in so doing, is further willing to accept and to rely on the obligations of the Redeveloper for the faithful performance of all of its undertakings and covenants to be performed without

requiring in addition a surety bond or similar undertaking for such performance, except as otherwise provided in this Agreement.

- 16.2 **Assignment and Transferability.** The Redeveloper may not assign its rights under this Agreement without compliance with the following conditions:

- i. **Transfer or Assignment Prior to Completion of the Project.** Prior to completion of the Project, no transfer or assignment shall be permitted except as follow:

- A. **Assignment to Affiliates.** The Redeveloper will have the right, upon thirty (30) days advance notice to the Mayor, but without the consent of the Mayor or the City, to assign its rights under this Agreement to any affiliate that is at least 50% owned by one or more of the Redeveloper's Principals as listed in **Exhibit F** hereto (a "Redeveloper Affiliate"). The foregoing restriction shall not be evaded by a sale of stock in the Redeveloper or a Redeveloper Affiliate to unrelated third parties. The Redeveloper Affiliate or the Redeveloper must always control the day-to-day management and decision-making of the redeveloper entity hereunder (or its successor in interest) as manager of a limited liability company or as managing general partner of a partnership and shall be responsible for effectuating the completion of the Project hereunder.
- B. **Assignment to Non-Affiliates.** Until such time as the Project is completed, as evidenced by the City's issuance of a Certificate of Completion under Section 18.2.1 hereof, the Redeveloper may not assign its rights under this Agreement or sell or assign the Property to an entity which is not a Redeveloper Affiliate, provided that mortgaging the Property or assigning the Property to a lender in connection with a so-called loan "work-out" in lieu of foreclosure shall not be prohibited.
- C. **Assignments of Membership Interests.** The owners of the stock, partnership interests, membership interests or other ownership interests in the Redeveloper or a Redeveloper Affiliate shall have the right, from time to time, to transfer and assign such interests to individuals, entities or trusts that are related to or controlled by Mr. Andrian Shapiro or Mr. Alex Matov and/or their direct family members, provided that such assignments shall not result in a change in the control of the Redeveloper (or the Redeveloper Affiliate, if applicable) and that the day-to-day management of the Redeveloper (or the Redeveloper Affiliate, if applicable) and completion of the Project shall remain under the control of the same principals as previously approved by the City (a "Family Transfer"). In the event of the death or disability of Andrian Shapiro or Alex Matov, any assignment to another family member shall require the City's approval

acting by the Mayor, which approval shall not be unreasonably withheld or delayed.

ii. **Transfer Following Completion of the Project.**

A. Following the completion of the Project and issuance by the City of a Certificate of Completion pursuant to Section 18.2.1 hereof, the Redeveloper thereafter may transfer fee title of either or both of the R-2 Parcel or the R-3 Parcel to one or more third parties, or to an Affiliate, provided that the Redeveloper pays to the City any remaining Permit Fees that are due to the City.

16.3 **Granting of Mortgage.** As further provided in Section 20 hereof, the Redeveloper shall have the right, once it acquires title to the City Parcels, to grant a mortgage of the fee interest thereto to any lender providing construction or permanent financing for the Project.

16.4 **Survival.** The provisions of this Section shall survive the Closing.

17. Use Restrictions.

17.1 **Restrictions on Use.** The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to the Property, and all applicable deeds shall contain covenants on the part of the Redeveloper for itself, and its successors and assigns, as follows:

17.1.1 The Redeveloper, and its successors and assigns, shall use the Property only for the uses specified in this Agreement, the URDP, the Quincy Zoning Ordinance and any applicable Certificate of Consistency; and

17.1.2 The Redeveloper, and its successors and assigns, shall not discriminate upon the basis of race, color, religion, creed, sex, age, veterans or marital status, ancestry, or national origin in the sale, lease, or rental or in the use or occupancy of the Project or any part thereof and, in that regard, shall in any event comply with the provisions of G.L. c. 151B, as amended, and all other applicable federal, state and local laws, ordinances and regulations guaranteeing civil rights, providing for equal opportunities and prohibiting discrimination on the basis of race, color, religion, creed, sex, age, veterans or marital status, ancestry, or national origin.

17.2 **Period of Duration of Covenants on Use and Non-Discrimination.** The use covenants set forth in Sections 17.1.1 shall remain in effect until the expiration of forty (40) years after the issuance of the Certificate of Completion. The non-discrimination covenants set forth in Section 17.1.2 shall remain in effect for a period of one hundred (100) years from the date of issuance of the Certificate of Completion until such dates thereafter to which it may be extended, on which dates, as the case may be, such covenants shall terminate.

- 17.3 **Covenants; Binding Upon Successors in Interest; Period of Duration.** It is intended and agreed, and the deed for the City Parcels shall so expressly provide, that the covenants provided in Section 17.1 above shall be covenants running with the land and that they shall, without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, the City and any successor in interest to said property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest to the said property, or any part thereof or any interest therein, and any Party in possession or occupancy of said property or any part thereof. It is further intended and agreed that this Agreement and the covenants provided in Section 17.1 hereof shall remain in effect for the period of time, or until the date specified or referred to in Section 17.2 of this Agreement (at which time such covenants shall terminate); provided, however, that the covenants in Section 17.1 shall be binding on the Redeveloper itself, each successor in interest to the said property, and every part thereof, and each Party in possession or occupant, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the said property or part thereof.

18. Certificate of Completion.

- 18.1 **Completion of Project.** The Redeveloper shall complete the construction of each element of the Project not later than the dates set forth in Section 9 hereof, which construction shall be consistent with this Agreement in all material respects; provided, however, that such dates may be extended by the Redeveloper pursuant to review and approval by the City as set forth in Section 22 if a Force Majeure Event has occurred, but subject always to the Outside Completion Date (i.e., regardless of a Force Majeure Event) unless extended by the City as set forth in Section 9 hereof.

18.2 Certificate of Completion.

- 18.2.1 Within thirty (30) days after the Redeveloper has notified the City that each element of the Project is substantially complete, the City promptly shall inspect that the Project is constructed, and, if it finds that the construction of the Project has been substantially completed in accordance with this Agreement, and the City's Building Code as enforced by the City's Inspectional Service's Department and The State Building Code, and the URDP, the City promptly shall furnish the Redeveloper with an appropriate instrument so certifying (the "Certificate of Completion"). Such Certificate of Completion by the City shall be (and it shall be so provided in any applicable deed and in the Certificate of Completion itself) a conclusive determination of satisfaction and termination of this Agreement and covenants in this Agreement with respect to the obligations of the Redeveloper related to construction of the Project.

18.2.2 The Certificate of Completion provided for in this Section 18 shall be in such form as will enable it to be recorded in the Norfolk County Registry of Deeds. If the City shall refuse or fail to provide the Certificate of Completion in accordance with the provisions of this Section, the City or a representative of the City shall, within such thirty (30) day period, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement, the City's Building Code as enforced by the City's Inspectional Services Department and the State Building Code, and the URDP, or is otherwise in default, and what measures or acts it will be necessary, in the reasonable opinion of the City, for the Redeveloper to take or to perform in order to obtain such Certificate of Completion. The foregoing shall not be construed to preclude the Building Inspector from issuing a temporary certificate of occupancy for the Project if it otherwise complies with applicable law.

18.2.3 Within thirty (30) days after the Redeveloper has notified the City, and the City is reasonably satisfied, that the Redeveloper has adequately completed the measures or acts described in the written statement described in Section 18.2.1 and/or 18.2.2 as applicable above, the City (acting through the Mayor and the Director of Urban Redevelopment) will furnish the Redeveloper with the Certificate of Completion.

19. Insurance and Indemnity.

19.1 **Required Insurance.** With respect to all activities related to the Project, the Redeveloper shall (or shall cause others to) purchase and maintain throughout the term of this Agreement commercial general public liability insurance, including blanket contractual liability coverage sufficient to cover the Redeveloper's indemnity obligations hereunder. Prior to entering upon any land to perform any Project-related activities pursuant to Section 3, the Redeveloper shall provide the City with a certificate of commercial general liability insurance in the minimum amount of Ten Million Dollars (\$10,000,000) per occurrence. Such insurance shall be written using an occurrence form and shall be endorsed to name the City as an additional insured and to state that the insurance provided thereunder shall be primary and that any insurance maintained by the City shall be non-contributory. All such insurance policies shall be endorsed to waive the insurer's rights of subrogation against the City. Such certificate of insurance shall state unequivocally that should any such policy or policies lapse, be materially changed, or be cancelled before the expiration date thereof, the issuing insurer shall provide thirty (30) days written notice to the City.

In addition, prior to Closing, the Redeveloper shall place and provide evidence to the City of any pollution legal liability policy required by the Redeveloper's lender, naming the City as an additional insured and insuring against the discovery of pre-existing conditions which might require remediation.

The Redeveloper shall be responsible for all deductibles. In addition, the City may require commercially reasonable increases in all insurance coverage amounts from time to time as may be appropriate for projects of similar size and complexity.

All policies of insurance referred to herein shall be written in a form that is reasonably acceptable to the City (acting through the Mayor) and by companies that are authorized to do business in the Commonwealth and have a Best's rating of not less than A-/IX. The City (acting through the Mayor) may waive or modify one or more of the foregoing insurance requirements. All policies of insurance shall provide that any act or negligence of the Redeveloper shall not prejudice the rights of the City as a Party insured under said policies. The City shall require in writing, that the Redeveloper shall furnish the City Construction Overseer with certified copies of the insurance policies required hereunder.

- 19.2 **Policies Non-Cancelable.** The Redeveloper agrees that all policies of insurance referred to herein shall not be canceled or allowed to lapse nor shall any material changes be made in any such policy which changes, restricts or reduces the insurance provided, nor shall there be a change in the name of the insured, without first giving thirty (30) days' notice in writing to the City.
- 19.3 **Waiver of Subrogation.** The Redeveloper hereby waives all rights of recovery against the City, its elected officials, employees, agents, contractors and subcontractors ("**City Authorized Representatives**") on account of loss or damage to the Redeveloper's property, and to the extent that the Redeveloper obtains an insurance policy for such loss or damage, the Redeveloper shall cause such policy to be endorsed to waive the insurer's rights of subrogation against the City and the City Authorized Representatives.
- 19.4 **Indemnity Provision.** The Redeveloper, at its sole cost and expense, shall defend and shall indemnify and hold harmless the City and the City Authorized Representatives from and against all loss, cost, damage, and expense, including claims for bodily injury and property damage, which are incurred or suffered by any one or more of them (a) based upon or arising out of the acts or negligence of the Redeveloper, or any of the Redeveloper's employees, agents, contractors, or subcontractors (the "**Redeveloper Authorized Representatives**") in the performance of any activity, undertaking or obligation arising out of this Agreement, or (b) based upon or arising out of any breach of or default under this Agreement by the Redeveloper, or (c) based upon or arising out of any interference of the design of the Project or any component thereof with, or any adverse effect of the design of the Project or any component thereof on, the operation, maintenance and use of City or third party property (including utility companies) in and around the Hancock Lot; provided, however, that the Redeveloper shall not be liable for any losses to the extent caused by the negligence or willful misconduct of any one or more of the City or its representatives, or its agents or contractors. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City which would exist at common law or under other provisions of this Agreement, and the extent of the obligation of

indemnification shall not be limited by any provision of insurance undertaken in accordance with this Agreement. This indemnification shall survive any Closing hereunder or the termination of this Agreement, but shall terminate upon the issuance of a certificate of occupancy for the Project.

The Limitations hereinafter enumerated in Sections a, b, c, and d shall expire upon the issuance of a Certificate of Completion for the Project by the City.

20. Rights of Mortgagees.

20.1 Limitation upon Encumbrance of Property.

20.1.1 Prior to the issuance of a Certificate of Completion by the City for the Project, neither the Redeveloper nor any successor in interest to the City Parcels or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the City Parcels, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to any part of the City Parcels, except for purposes of obtaining funds only to the extent necessary for acquiring, planning, designing, and constructing the Project (including soft cost and any other costs typically funded by construction lenders) and such other purposes as such lender typically permits. Incident to granting any such permitted mortgage on the City Parcels, the Redeveloper may also collaterally assign its rights under this Agreement to any such mortgagee and the acceptance of such assignment shall not be treated as a waiver of or any modification of the rights and protections provided to mortgagees pursuant to this Section 20.

20.1.2 The Redeveloper shall notify the City in advance of any financing secured by a mortgage or other similar lien instrument, or so-called mezzanine debt secured by a pledge of ownership interests in the Redeveloper, that it proposes to enter into with respect to any portion of the City Parcels and, in any event, it shall promptly notify the City of any encumbrance or lien that has been created on or attached to the City Parcels whether by voluntary act of the Redeveloper or otherwise.

20.2 Mortgagee not Obligated to Construct; Recognition of Mortgagees.

Notwithstanding any of the provisions of this Agreement including, but not limited to, those which are or are intended to be covenants running with the City Parcel, the holder of any mortgage authorized by this Agreement (including any such holder which obtains title to all or a portion of the City Parcels as a result of foreclosure proceedings, or action in lieu thereof, but not including: (a) any other party who thereafter obtains title to any portion of the City Parcels from or through such holder; or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or to complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the

deed(s) be construed to so obligate such holder; provided, however, that nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote all or any portion of the City Parcels to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the URDP and this Agreement.

- 20.3 **Copy of Notice of Default to Mortgagee.** Whenever the City shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage permitted by this Agreement at the last address of such holder shown in the records of the City. To facilitate the operation of this Section 20.3, the Redeveloper shall at all times keep the City provided with a current list of names and addresses of each holder of a mortgage or mezzanine debt from whom the Redeveloper has obtained financing as permitted under this Agreement. Any holder of a mortgage or other lender permitted by this Agreement may notify the City of its address and request that the provisions of this Section as they relate to notices apply to it. The City agrees to comply with any such request.
- 20.4 **Mortgagee's Option to Cure Defaults.** If the Redeveloper has received notice from the City of a breach or default by the Redeveloper in its obligations or covenants under this Agreement and such breach or default is not cured by the Redeveloper before the expiration of the period provided therefor, each holder of any mortgage permitted by this Agreement shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the portion of the Property covered by its mortgage) upon giving written notice of its intention to do so to the City within forty-five (45) days after such holder receives notice from the City that the Redeveloper has so failed to cure such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, however, that if the breach or default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to permit or authorize such a holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City and any other party having a right to enforce this Agreement in the event of default, to complete the improvements intended to be constructed on the Property in accordance with the Certificate of Consistency and the other permits therefor, or the part thereof to which the lien or title of such holder related. In the event that such holder elects to undertake or continue the construction or completion as above provided on the Property, the rights and remedies set forth in Section 21 shall not be exercisable until such holder is afforded a reasonable period of time in which to complete such construction.
- 20.5 **Estoppels.** The City (acting through the Mayor) shall, with reasonable promptness, but in no event less than thirty (30) days after receipt or a written

request therefor by the Redeveloper, any mortgagee, lessee or purchaser of the Project, which request has been made in connection with the closing, sale, lease or financing of the Project, provide a certificate in writing stating that, to the City's actual knowledge, this Agreement is in full force and effect and unmodified, or stating in what respects the Agreement is no longer in force and effect or has been modified, and whether or not the City has actual knowledge of any default of the Redeveloper under this Agreement and, if so, in what respects.

21. Remedies.

21.1 In General: Opportunity to Cure.

21.1.1 Except as otherwise provided in this Agreement, in the event of any failure to make payment under the terms of this Agreement (a "Monetary Default") or failure fully and timely to perform any other acts required of the parties under this Agreement, or any of its terms or conditions, by either Party, or any successor to such Party (a "Non-Monetary Default"), such Party (or successor) shall, upon written notice from the other (a "Default Notice"), proceed immediately to commence to cure or to remedy such default or breach, and, in the case of a Monetary Default, shall complete such cure within ten (10) days after receipt of the Default Notice, or, in the case of a Non-Monetary Default, complete such cure within a thirty (30) day period or, if the Non-Monetary Default is not capable of being cured within such a thirty (30) day period, shall commence to cure the same within such thirty (30) day period and diligently prosecute the same to completion, but in no event beyond an additional ninety (90) days without express written consent of the non-defaulting Party, which consent if required from the City may be granted by the Mayor. Where the term "Default" is used herein, it shall refer to a Monetary Default or a Non-Monetary Default as the context admits. Where such cure is timely made, the Party whose Default is covered shall no longer be treated as in default or breach of this Agreement. In case such action is not taken or not diligently pursued as provided herein, or the Default or breach shall not be cured or remedied within the prescribed period of time, as applicable, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and to remedy such Default or breach.

21.1.2 Except as specifically provided in this Agreement, the parties stipulate that any liquidated damages to be paid in accordance with this Agreement represent a reasonable estimate of the actual damages to be suffered by the non-breaching Party, and payment of such damages represents the sole remedy at law or in equity available to such non-breaching Party in the event of such failure on the part of the other Party.

21.2 Termination by the City Prior to Closing. In the event that, prior to Closing:

- 21.2.1 the Redeveloper assigns or attempts to assign this Agreement or any rights therein in violation of Section 16.2 of this Agreement; or (ii) there is a change in the management and control of the Redeveloper which would not be treated as an assignment to a Redeveloper Affiliate as permitted under Section 16.2(i)A of this Agreement; or
- 21.2.2 the Redeveloper does not pay the Purchase Price and take title to either of the City Parcels upon tender of conveyance by the City pursuant to this Agreement, with all preconditions to Closing set forth in this Agreement having been satisfied, then any and all rights of the Redeveloper, or any assignee or transferee, set forth in this Agreement or arising thereunder with respect to the City Parcels shall, at the option of the City, be terminated by the City (acting through the Mayor) without further recourse by either Party. The City shall retain all deposits hereunder as liquidated damages and any plans and other materials delivered to the City in connection with the Project. The foregoing shall be the City's sole and exclusive remedy for the Redeveloper's default or breach of this Agreement for such events, but shall not release the Redeveloper's indemnification obligations under Section 19.4 hereof.

21.3 **Remedies of City Upon Happening of Event Subsequent to a Closing.**

- 21.3.1 In the event that, subsequent to the Closing but prior to the issuance of a Certificate of Completion for the Project by the City, the Redeveloper shall Default under this Agreement, then the City, subject to the rights of Mortgagees under Section 20, shall have the following rights and remedies for the events described below:
- 21.3.2 In the event that, subsequent to the Closing, but prior to the issuance of a Certificate of Completion for the Project by the City:
- (x) the Redeveloper shall place on the Property any encumbrance or lien unauthorized by this Agreement; or
 - (y) the Redeveloper (or any successor in interest) transfers the Property or any part thereof in violation of Section 16.2 of this Agreement, or there is a change in the control of the Redeveloper in violation of Section 16.2 of this Agreement, and such violations shall not be cured within thirty (30) days after written demand by the City to the Redeveloper, then any such event shall constitute a Default hereunder and the City shall have the right to pursue any remedies available at law or in equity. Such transfer or encumbrance shall ipso facto be null and void and all unamortized Permit Fees shall become immediately due and payable.
- 21.3.3 Anything contained in this Agreement to the contrary notwithstanding, the City shall have no right to terminate this Agreement unless, following

the expiration of the period of time given pursuant to Section 21.1 for the Redeveloper to cure the Default, the City shall notify every mortgagee of the Property of the City's intent as provided in Section 21.1 above. As provided in Section 20.3 hereof, the City shall be obligated to give such notice only to those mortgagees for whom either the Redeveloper, or the mortgagee itself, has given notice to the City of the exact name, mailing address, and contact information in the manner set forth in Section 20.3 hereof.

- 21.4 **Other Rights and Remedies of City; No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section 21; provided, however, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 21 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the Default involved).
- 21.5 **Remedies of Redeveloper.** In the event of a Default by the City under this Agreement involving failure to convey any City Parcel, which Default has not been cured pursuant to Section 21.1 above, the Redeveloper's sole and exclusive remedy shall be either, at the Redeveloper's election, (i) to receive an immediate return of its Deposit as liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement, or (ii) to bring an action to compel specific performance for conveyance of the City Parcels on the terms set forth in this Agreement. In all events, the Redeveloper hereby waives any other recourse or right to damages of any kind or nature (including, without limitation, actual, indirect, incidental, special, consequential or punitive) and any right to any other form of injunctive relief on account of any Default by the City under this Agreement for failure to convey the City Parcel.

22. Excusable Delay in Performance for Causes Beyond Control of Party.

- 22.1 For the purposes of any of the provisions of this Agreement, except as otherwise expressly provided in this Agreement to the contrary, neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or Default in, its obligations with respect to the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in performance of such obligations due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of terrorism directly affecting the Boston Metropolitan area, war, fires, floods, earthquakes, epidemics, states of emergency declared by state or municipal officials, labor disputes, strikes, and unusual and severe weather conditions (each such instance, a "Force Majeure

Event”), but Force Majeure Events shall expressly exclude lack of credit, funds, or financing, or change in market conditions; it being the purpose and intent of this provision that, in the event of the occurrence of any such Force Majeure Event, the time for performance of the obligations of the parties shall be extended only for the period of the Force Majeure Event. Provided, however, that the Party seeking the benefit of the provisions of this Section 22 shall, within ten (10) business days after the beginning of such Force Majeure Event, have first notified the other Party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

- 22.2 Regardless of any Force Majeure Event, the Redeveloper shall be in Default upon its failure to meet the Outside Completion Date for the Project set forth in Section 9 hereof.

23. Recourse to Interest of Redeveloper.

No owner of all or a portion of any the Property shall be liable under this Agreement except for breaches of Redeveloper’s obligations occurring while an owner of all or a portion of the Property. No individual partner, trustee, manager, member, stockholder, officer, director, employee or beneficiary of the Redeveloper or successor or assign of the Redeveloper shall be personally liable under this Agreement, and the assets of its partners, trustees, manager, members, stockholders, officers, employees or beneficiaries of the Redeveloper and its successors and assigns shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City.

24. Rights and Remedies Cumulative.

The rights and remedies of the parties whether provided by law or by this Agreement shall be cumulative, and, except as may be specifically provided for by liquidated damages, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same Default or breach or of any of its remedies for any other Default or breach by the other Party. No waiver made by either such Party with respect to the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

25. Miscellaneous.

- 25.1 **Notices.** Any notice hereunder shall be in writing and shall be deemed duly given if mailed by certified or registered mail, postage and registration charges prepaid, by overnight delivery service with receipt, or by hand delivery to the parties at the addresses set forth below (or such other address as a Party may hereafter designate for itself by notice to the other Party as required hereby):

If to the City:

Office of the Mayor
City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169

and

Director of Planning and Community
Development
City of Quincy
Coddington Building
34 Coddington Street
Quincy, Massachusetts 02169

and

Office of Solicitor
City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169

with copies to

William J. Geary, Esq.
Special Counsel
Mayor's Office
Quincy City Hall
Quincy, Massachusetts 02169

If to the Redeveloper:

Mr. Andrian Shapiro
20 Linden Street
Boston, Massachusetts 02134

with a copy to:

Daniel J. Bailey III, Esq.
Pierce Atwood LLP
100 Summer Street
Boston, MA 02110

Any such notice shall be effective upon delivery or attempted delivery during regular business hours.

25.2 Conflict of Interest; City Representatives and Agents not Individually Liable.

No member, official, employee, agent, or other authorized representative of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, employee, agent, or representative participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership, or association in which he is directly, or

indirectly, interested. No member, official, employee, agent, or other authorized representative of the City shall be personally liable to the Redeveloper, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Redeveloper or its successor or any obligations under the terms of this Agreement. No stockholder, member, director, manager, official, employee, agent, or other authorized representative of the Redeveloper shall be personally liable to the City, or any successor in interest, in the event of any Default or breach by the Redeveloper or for any amount which may become due to the City or successor or on any obligations under the terms of this Agreement.

25.3 **Equal Employment Opportunity.** The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project:

25.3.1 The Redeveloper shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, age, veterans or marital status, ancestry, or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin or veterans or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

25.3.2 The Redeveloper shall, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, age, veterans or marital status, ancestry, or national origin.

25.3.3 In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, this Agreement may be canceled, terminated, or suspended in whole or in part by the City (acting through the Mayor) on thirty (30) days' notice and cure.

25.4 **Disclosure and Revenue Enforcement Statements.** In compliance with the provisions of M.G.L. c. 7, § 40J relative to the filing of disclosure statements, signed under the penalties of perjury, of persons who have or will have a direct or beneficial interest in the Property, the Redeveloper shall furnish to the City, simultaneously with the execution and delivery of this Agreement, evidence of the filing of a signed statement in the form attached hereto as **Exhibit H** with the Commissioner of the Commonwealth of Massachusetts Division of Capital Asset Management. Pursuant to M.G.L. c. 62C, §49A, the Redeveloper also shall

furnish to the City, simultaneously with the execution and delivery of this Agreement, a signed statement in the form attached hereto as **Exhibit I** as required by applicable law and shall update the same promptly following any transfers or changes in the Redeveloper as provided in Section 16 hereof.

- 25.5 **Actions by the Parties; Good Faith Cooperation; Deemed Approvals.** Except as specifically provided otherwise in this Agreement, when the approval of either Party is required to be obtained pursuant to this Agreement, such Party shall be obligated to act reasonably, and any such approval may not be unreasonably withheld or delayed. In this Agreement, when City review and/or approval is required, it will be deemed to mean the applicable City department or City consultant as directed by the Mayor and the Director of Urban Redevelopment, unless otherwise specifically set forth herein.
- 25.6 **No Partnership.** No relationship between the City and the Redeveloper of partnership or joint venture is intended to be created hereby, and any such relationship is hereby expressly disclaimed.
- 25.7 **Provisions Not Merged With Deed; Survival.** None of the provisions of this Agreement are intended to or shall be merged by reason of any instrument transferring or subleasing title to the City Parcels from the City to the Redeveloper or any successor in interest, or by reason of any instrument transferring or subleasing title to the Redeveloper Parcels to the City or any successor in interest, and any such instruments shall not be deemed to affect or impair the covenants of this Agreement. Except as may otherwise be set forth in this Agreement, the terms and covenants of this Agreement shall survive the delivery of the deed and completion of the Project.
- 25.8 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 25.9 **Jurisdiction; Venue.**
- (A) For the purposes of any suit, action or proceeding involving this Agreement, the parties hereby expressly submit to the jurisdiction of all Federal and State courts sitting in the Commonwealth of Massachusetts and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and the parties agree that such courts shall have exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of the other to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction.

- (B) Each Party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in the Commonwealth of Massachusetts and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- (C) In recognition of the benefits of having any disputes with respect to this Agreement resolved by an experienced and expert person, the City and the Redeveloper hereby agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any Party in connection with this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement or the Property, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury.

EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

- 25.10 **Amendments and Consents.** This Agreement may be amended or modified only by a writing signed by the City and the Redeveloper, following approval by both the Mayor and the City Council and, if required by applicable law, the approval of the Director of Planning and Community Development. Any consent by the Mayor hereunder shall not be treated as an amendment or modification.
- 25.11 **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, inoperative or unenforceable shall not be affected thereby; it shall not be deemed that any such invalid, inoperative or unenforceable provision affects the consideration for this Agreement; and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 25.12 **Entire Agreement.** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate representatives of the City and the Redeveloper. This Agreement is subject to the approval of DHCD.
- 25.13 **Exhibits; Counting of Days; Rules of Construction.** The obligations of the parties as set forth in this Agreement are subject to compliance with the terms and conditions of the Exhibits attached hereto which are incorporated herein and shall be considered to be a part of this Agreement. The titles or headings to the various sections of this Agreement are for convenience of reference only, do not define or limit the contents thereof, and should be ignored in any construction thereof.

Capitalized terms used in the main body of this Agreement and not otherwise defined shall have the meaning ascribed to them in any Exhibit hereto and incorporated herein. When used herein, the words "he" or "she" shall have the same meaning. Unless specifically noted to the contrary, the term "day" as used in this Agreement shall mean calendar day.

Each Party has cooperated in the drafting and preparation of this Agreement. Accordingly, in any action to construe this Agreement, a Party's participation in such drafting shall not cause any language to be construed against it. Furthermore, to facilitate the City's intent and purposes for entering into this Agreement and to effectuate the parties mutual understanding of the Agreement's meaning, the Mayor in consultation with the City's Special Counsel for Downtown Development on behalf of the City, may reasonably construe any terms or conditions of the Agreement that may be vague or ambiguous, or subject to differing interpretations, to provide clarification, interpretation, contextual applicability, or timing to various parties involved with the project, including but not limited to, federal, state, or city officials, the Redeveloper, lenders or other third parties requesting guidance regarding the project. The Mayor's interpretation shall be in writing to the requesting party and shall not be deemed a change in the materiality of any term of this Agreement. Said interpretation shall not be unreasonably withheld or delayed.

- 25.14 **Counterparts.** This Agreement may be executed in multiple counterpart originals, each of which shall constitute one and the same instrument.
- 25.15 **Successors and Assigns.** The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Redeveloper and the public body or bodies succeeding to the interest of the City, and to any subsequent grantees of any portion of the Property. Notwithstanding the terms of the preceding sentence, the Redeveloper, and its successors and assigns shall, with respect to any breaches under the deeds and under this Agreement occurring after the issuance of the Certificate of Completion in accordance with this Agreement, be liable, and any permitted mortgagee shall in any event be liable, only for breaches occurring during its or their respective ownership of an interest in the Property and only with respect to, and only for breaches occurring in respect of, that portion of the Property as to which the Redeveloper, its successors and assigns, or mortgagee, as the case may be, at the time of the breach, holds an interest. The City reserves the right, at its sole option, to record this Agreement or a notice hereof with the Norfolk County Registry of Deeds..
- 25.16 **Development Team.** The Redeveloper's consultants known as of the date hereof are set forth on **Exhibit G** attached hereto. Counsel shall not be considered a consultant. The Redeveloper retains the right, in its sole discretion, to dismiss any of such consultants, replace them and add additional consultants.

- 25.17 **Cooperation; Appeals.** To the extent required by law, the City shall join as co-applicant with respect to applications for governmental approvals and permits and, at the Redeveloper's request, cooperate in the Redeveloper's prosecution and/or defense of any appeals with respect thereto; provided, however, that the Redeveloper shall indemnify and hold the City harmless from (a) any liability arising from joining the Redeveloper as a co-applicant in any such application, and (b) from the City's litigation expenses for outside counsel.
- 25.18 **Prevailing Party.** In any action to enforce the term of this Agreement, the losing Party shall pay the reasonable legal fees and court costs of the prevailing Party.
- 25.19 **Recording.** The parties shall cooperate in recording a copy of this Agreement with the Norfolk County Registry of Deeds, with a reference to a full copy also being on file with the Quincy City Clerk and the Quincy Planning Department.

26. Parking

The H-1 LDA states that the Redeveloper's H-1 Project shall be provided up to 150 parking spaces in the City Garage, said spaces to be used for parking to support the H-1 Project. It is the intent of The City and the Redeveloper (the Parties) that the provisions of the H-1 LDA shall be amended and superseded by this Provision 26 pertaining to Parking and agree that the use of the 150 spaces provided for in the H-1 LDA shall not be limited to accessory parking for residents of the H-1 Project, but that all 150 spaces may be used to provide required parking for the H-1 Project, and augment parking required under the City code for the R-2 Project or the R-3 Project. The City and the Redeveloper shall work cooperatively to identify the 150 parking spaces, which shall be for the Redeveloper's exclusive use. The Redeveloper may install signs (which shall be subject to the City's prior approval) designating the 150 spaces as "reserved" spaces for occupants of the H-1 Project, the R-2 Project or the R-3 Project, as the case may be. The number of spaces committed to each Project shall be determined by the Redeveloper as approved by the City, provided, however that the Redeveloper shall annually report the number of spaces dedicated to each Project to the City.

As required by Massachusetts State Law (MGL C 90, Section 26A. (a)) each of the residents of H-1, R-2 & R-3 shall register their vehicles at the respective addresses of H1, R-2 and R-3, as the case may be, as their legal domicile, but students or other temporary residents of the City or the Commonwealth of Massachusetts who are legally exempt from registering their vehicles in Quincy shall not be required to do so. The City and the Redeveloper shall prior to the R-2 Closing or R-3 Closing, whichever occurs first, execute a parking lease agreement consistent with the terms of this amended LDA Parking Provisions 26.

The monthly parking fee shall be pegged to the City's standard monthly parking fee in the Downtown District, currently set at \$100.00 per month, as it may from time to time be amended, but at no time during the term of the lease shall the monthly parking charge exceed One Hundred and Fifty Dollars per month per vehicle.

[Signatures Appear on the Next Page]

EXECUTED as a sealed instrument the day and year first above written.

APPROVED AS TO FORM:

CITY OF QUINCY

James Timmins, City Solicitor

By: _____
Name: Thomas P. Koch
Title: Mayor
Hereunto duly authorized

REDEVELOPER

LBC Partners

By: _____
Name: Andrian Shapiro
Title: _____
Hereunto duly authorized

By: _____
Name: Alex Matov
Title: _____
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Thomas P. Koch, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Mayor of the City of Quincy.

Notary Public
My commission expires:
(Affix Seal)

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Andrian Shapiro, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of LBC Partners.

Notary Public
My commission expires:
(Affix Seal)

Notary Public
My commission expires:
(Affix Seal)

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Alex Matov, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of LBC Partners.

Notary Public
My commission expires:
(Affix Seal)

EXHIBIT A-1, A-2 and A-3

[ALL EXHIBITS TO BE UPDATED]

[Existing Conditions, Land Exchange and Future Conditions Plans]

EXHIBIT B

REAL PROPERTY TRANSFERS

The property interests to be transferred and easements to be created are as follows.

1. **Transfer Parcels – City to Redeveloper**

The following parcels will be transferred from the City to the Redeveloper in fee simple by quitclaim deed.

Parcels R-2, R-3, as shown on Exhibit A-2.

2. **Reciprocal Easement Agreement.**

At each Closing, the Redeveloper and the City shall execute a reciprocal easement agreement (“REA”), which shall be subject to the review and approval of the City Solicitor. The REA shall grant mutual rights for pedestrian access, installation, maintenance and repair of utilities, and such other rights as necessary to fully effectuate the Project. .

EXHIBITS C -1 and C-2

Concept Site Plans For R-2 and R-3

EXHIBIT D

Form of Special Legislation Chapter 355 of the Acts of 2016 amending
Chapter 32 of the Acts of 2011

EXHIBIT E

[Plan of Cliveden Street Extension]

EXHIBIT F

List of Redeveloper's Principals

Andrian Shapiro

Alex Matov

EXHIBIT G

**List of Redeveloper's Professionals
and Consultants**

Principals: Andrian Shapiro (Manager/Member)

Alex Matov (Manager/Member)

Redeveloper: LBC Partners

Professional Team to Date: 20 Linden Street

Boston, MA 02134

DF Pray, Inc.

Highpoint Engineering

Pierce Atwood LLP

EXHIBIT H

Redeveloper's Disclosure Statement of Beneficial Interest

DISCLOSURE STATEMENT ACQUISITION OR DISPOSITION OF REAL PROPERTY

For acquisition or disposition of real property by **Andrian Shapiro and Alex Matov, dba LBC Partners**, the undersigned does hereby state, as of _____ for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, Section 40J, of a transaction relating to real property as follows:

(1) **REAL PROPERTY DESCRIPTION:**

That certain property known as the Parcel R-3 and Parcel R-2 as described in the Land Disposition Agreement between the City of Quincy and **Andrian Shapiro and Alex Matov**, dated on or about the date hereof.

(2) **TYPE OF TRANSACTION:** Sale

(3) **SELLER or LESSOR:** City of Quincy

(4) **BUYER or LESSEE:** **Andrian Shapiro and Alex Matov, dba LBC Partners**

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME

Andrian Shapiro

ADDRESS

20 Linden Street, Boston, MA 02134

Alex Matov

20 Linden Street, Boston, MA 02134

(6) None of the above-mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

(7) This section must be signed by the individual(s) or organizations(s) entering into this real property transaction with the municipality named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and/or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Andrian Shapiro

By: _____
Name:
Title:

Alex Matov

By: _____
Name:
Title:

**ATTACHMENT TO DISCLOSURE STATEMENT
ENTITY OWNERSHIP PERCENTAGES**

EXHIBIT I

Revenue Enforcement Certification
Pursuant to M.G.L. C. 62C, §49A

Pursuant to M.G.L. c. 62C, §49A, I hereby certify under the penalties of perjury that I, and the entity on behalf of which I am signing, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Andrian Shapiro

By: _____
Name:

Alex Matov

By: _____
Name:

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Andrian Shapiro, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of LBC Partners.

Notary Public
My commission expires:
(Affix Seal)

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Alex Matov proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of LBC Partners.

Notary Public
My commission expires:
(Affix Seal)

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-131

ORDERED:

October 05, 2020

BE IT ORDAINED by the City Council of the City of Quincy that Chapter 196 Licenses and Permits - Article II – Business Licenses and Fees – of the Municipal Code be hereby amended as follows:

Add the following:

Section 196 - 15 Trespass Towing Regulations –

196 – 15.1 Purpose. It is the purpose of this Ordinance to establish specific standards and procedures, consistent with the provisions of General Laws Chapter 266, s. 120D, relative to vehicle towing companies and so-called “trespass tows”, whereby a motor vehicle is to be towed from a private parking lot or other privately-owned property or way upon the request of a property owner or other person in lawful control of property.

(a) Definitions:

- (1) Trespass Tows: A circumstance whereby a motor vehicle is to be towed from private property by a towing service at the request of a private property owner.

When not inconsistent with the context, words in the singular form shall include the plural form. The word “shall” is always mandatory and not merely directory.

- (b) Authority: The provisions of this Ordinance are intended to be consistent with and not in conflict with the provisions of General Laws Chapter 266, s. 120D governing the removal of motor vehicles from private ways or property.

196 – 15.2 Standards and Procedures. Before a vehicle is to be towed as a Trespass Tow with the cost to be borne by the vehicle owner or operator, the following conditions shall be met in their entirety:

- 1) Notice to Owner/Operator: The person or entity who has lawful control of such private property shall provide fair notice, either by direct communication or by posting said notice, that parking on such private property constitutes a trespass and that violators are subject to trespass towing of a vehicle in violation of the notice. Posted notice must be prominently displayed at each entrance to the property in such a manner that a reasonable person should know that parking at the location without consent of the property owner will result in a trespass tow the vehicle owner/operator’s expense. This notice requirement shall not apply to private residential property.

- 2) Police Notification: No vehicle shall be removed from any private property or way without the consent of the vehicle's owner or operator unless and until notification has been made to the Quincy Police Department that such vehicle is to be removed. Notification shall be made to a police department dispatcher in person or by telephone. Upon receipt of the trespass tow notification, an entry into the Quincy Police CAD shall be made.

A) Police Notification Standards - Notification to the police department shall include the following:

1. Name and address of the person or entity in lawful control of the private property who/which is directing that a vehicle be removed;
2. Address from which vehicle is to be towed;
3. Name and address of towing service and name or employee number of tow truck operator;
4. Address and telephone number of storage facility where vehicle is to be stored;
5. Vehicle description, including registration tag and state, VIN#, make model and color;
6. The means by which the vehicle operator had notice that parking was prohibited on private property (i.e. verbally or by prominently posted signage);
7. Whether entry into vehicle's interior was required and reason for that intrusion;
8. All "trespass tow" private property locations shall be on file with the Quincy Police Department prior to any towing operations.

B) Penalties – Any person who violates the Standards and Procedures as set forth above by unlawfully removing a vehicle or who otherwise violates said Standards and Procedures, shall immediately release and return said vehicle to the owner or lawful operator at no expense to said owner or lawful operator, and shall be subject to a fine of not more than \$100.00 for each offense, consistent with the provisions of General Laws Chapter 266, s.120D. The employer, if any, of such person who unlawfully removes a vehicle shall additionally be subject to a fine of not more than \$100.00 for each offense.

C) Towing, Transportation and Storage Fees – The registered owner of a towed vehicle which has been lawfully towed and stored consistent with the provisions of General Laws Chapter 266, s. 120D and the provisions of this Ordinance, shall be liable for towing, transportation and storage charges. The person or entity holding such vehicle may hold the vehicle until the registered owner or lawful operator of such vehicle pays such charges. The maximum amount that may be charged for towing, transportation and storage of trespass tows is established by the Commonwealth of Massachusetts, Department of Public Utilities (DPU) and is delineated in General Laws Chapter 159B, s. 6B. No other charges or fees may be applied.

- D) Incomplete Tows – If the owner or lawful operator of such vehicle appears at the trespass tow location to remove such vehicle before the towing is completed, the tow service may charge the owner or lawful operator up to one-half the usual charge for such towing consistent with DPU rules and regulations. In order for any charge to apply, the vehicle must be hooked up to the tow truck or flatbed. A tow truck or flatbed merely appearing at the location prior to the arrival of the vehicle's owner or lawful operator shall not be considered a partial or incomplete tow, and no charges shall apply.
- E) Storage Location – Consistent with the provisions of General Laws Chapter 159B, s. 6B, mandating that removed vehicles be stored at a convenient location, vehicles towed as trespass tows shall not be towed or stored outside of the City of Quincy and shall be stored at a location that at a secure location which has safeguards against theft of and from the towed vehicle. The Chief of Police of the Quincy Police Department may, at the Chief's discretion and by written consent, permit storage of trespass tow vehicles outside of the city on a case-by-case basis.
- F) Vehicle Retrieval – Vehicle owners shall have the right to retrieve trespass tow vehicles on a 24-hour, seven-day per week basis. In no case, shall a trespass tow operator or entity cause a delay in the return of such vehicle in excess of 30 minutes provided all applicable towing, transportation and storage fees have been paid.
- (i) Compliance and Penalties – Any person or entity who purports to authorize the removal from a private property or way in contravention of the provisions of General Laws Chapter 159B, s. 6B is subject to a fine of not more than \$100.00 per offense. Any person who removes a vehicle under a trespass tow from a private property or way, or holds such vehicle after its removal, and who has not complied in full with the provisions of this section, shall release such vehicle to its owner or lawful operator without assessing any charges for its removal or storage.
- G) Miscellaneous:
1. No entry shall be made by any tow operator into any vehicle towed as a trespass tow unless such entry is reasonably necessary for the safe towing of such vehicle.
 2. Tow service operators and entities shall exercise reasonable care to ensure that vehicles towed as trespass tows are not damaged or stolen and to ensure against theft from vehicles while such vehicles are in the custody of such operators and entities.
 3. No vehicle shall be towed or placed upon a flatbed vehicle with a person or domestic animal within such vehicle. In instances where a domestic animal is present in such a vehicle, the Animal Control Unit of the police department or the police department shall be notified of the presence of the domestic animal by the tow service operator or entity before commencing a tow.
 4. Vehicles owners or lawful operators who are unable to immediately pay the towing and storage fees applicable to a trespass tow shall be afforded by the tow service operator or entity a reasonable single opportunity to retrieve from the vehicle personal property while such vehicle is in the custody of the tow

service. Vehicle owners or lawful operators shall not be entitled to remove any parts or items that are mounted to the vehicle.

H) Miscellaneous Procedures:

1. Record-keeping: The Quincy Police Department dispatcher who receives notification of a trespass tow under the provisions of this Ordinance shall enter a record of such tow with all information required under this Ordinance.
2. Tow Suspension: At the discretion of the Chief of Police of the city, all trespass towing may be suspended for a period not to exceed twenty-four (24) hours in the best interest of the orderly operation of the police department and the city.
3. Complaints: Vehicle owners or lawful operators who have reason to believe that their vehicle has been towed, transported or stored in violation of state statute, the Code of Massachusetts Regulations, or of this Ordinance may submit a written complaint to the Quincy Police Department, or to the Commonwealth of Massachusetts, Department of Public Utilities, with relevant documentation, as follows:

Department of Public Utilities
One South Station
Boston, MA 02110
ATTN: Mr. John Keenan

196 – 15.3 Severability. If any provision within this ordinance shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

This Ordinance shall take effect upon its enactment.

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-132

ORDERED:

October 05, 2020

BE IT ORDAINED by the City Council of the City of Quincy that Chapter 196 Licenses and Permits - Article II – Business Licenses and Fees – of the Municipal Code be hereby amended as follows:

Add the following:

Section 196 – 16 Fingerprint-based Criminal Record Checks –

196 – 16.1 Purpose and Authorization.

In order to protect the health, safety and welfare of the inhabitants of the city, as authorized by M.G.L c.6, section 172B ½, as enacted by Chapter 256 of the Acts of 2010, this Ordinance shall require that applicants for city-issued licenses to engage in certain specified occupational and business activities, as enumerated in this chapter below, shall submit to fingerprinting administered by the Quincy Police Department. This Ordinance shall further authorize the Quincy Police Department to conduct criminal history checks based on such fingerprinting pursuant to section 172B ½ of Chapter 6 of the General Laws, as referenced above, and 28 U.S.C., section 534. This Ordinance shall further authorize the city to consider the results of such criminal history checks in determining whether or not to grant a license.

196 – 16.2 Licenses Subject to Fingerprinting and Criminal Record Check Authorization.

The requirements and authorizations contained in section 196-16.1 shall apply to applications for licenses for the following occupations and business activities:

- 1) Operator of a Hackney Carriage, as defined in Article 1 of Chapter 330, section 330-1;
- 2) Hawkers and Peddlers, as defined in Article 11 of Chapter 234, section 234-17;
- 3) Solicitors and Canvassers, as defined in Article 1 of Chapter 234, section 234-1.

196 – 16.3 Procedural Requirements for Use of Fingerprinting.

Fingerprints obtained under the provisions of this Chapter shall be submitted to the Identification Unit of the Massachusetts State Police, the Massachusetts Department of Criminal Justice Information Services (DCJIS), or its successor, for purposes of a state criminal records check. Fingerprints obtained under the provisions of this Chapter shall further be submitted to the Federal Bureau of Investigation (F.B.I.) for purposes of a national criminal records check. The city authorizes the city licensing authority and the Quincy Police Department, consistent with applicable state and federal law, to receive and utilize the aforementioned state and F.B.I. records in connection with background checks related to the licensing process.

196 – 16.4 Applicant's Submission to Fingerprinting by Quincy Police Department.

All applicants for city-issued licenses to engage in occupational or business activities enumerated in 196-16.2 shall submit, within ten (10) days of application, a full set of fingerprints to be taken by the Quincy Police Department for the purpose of conducting a state and national criminal history record check to determine the suitability of applicants for the license sought. At the time of fingerprinting, the Quincy Police Department shall inform applicant that the fingerprints taken will be used in the process of checking the applicant's state and F.B.I. criminal history records.

196 – 16.5 Police Department Processing and Authorization of State and Federal Agencies.

Upon receipt of the fingerprints and payment of the applicable fee, the Police Department shall transmit the fingerprints obtained pursuant to this chapter to the Identification Unit of the Massachusetts State Police, DCJIS, and the FBI as may be necessary for the purpose of conducting the fingerprint-based state and national criminal history records checks of license applicants specified in this Chapter. The City authorizes the Massachusetts State Police, the DCJIS, or its successor, and the Federal Bureau of Investigation (FBI), to conduct fingerprint-based state and national criminal record background checks, including FBI records, consistent with this Chapter. The City authorizes the Quincy Police Department to receive and utilize state and FBI records in connection with such background checks, consistent with this Chapter. Upon receiving the applicable state and national criminal histories pertaining to an applicant, the Quincy Police Department shall not disseminate such information to any entity not authorized to receive such information.

196 – 16.6 Notification to Applicant.

The Quincy Police Department shall provide the applicant with a copy of the results of the applicant's fingerprint-based criminal history record check upon receipt of such information. The Department shall further provide the applicant an opportunity to complete or challenge the accuracy of information contained in the criminal histories obtained from state or federal agencies. The Department shall further supply the applicant with relevant information regarding procedures for obtaining a change, correction or an updating of a criminal record history. Such information supplied shall include a copy of 28 CFR Part 16.34 pertaining to F.B.I. identification records. The Department shall not communicate the results of the fingerprint-based criminal history record check to the applicable city licensing authority pursuant to the following section until it has first complied with the provisions contained within section 196-16.6 and otherwise complied with the requirements of this Chapter of the Municipal Code.

196 – 16.7 Communication to Licensing Authority.

The Police Department shall communicate the results of fingerprint-based criminal history record checks to the applicable city licensing authority. The Police Department shall indicate whether the applicant has been convicted of, or is awaiting final adjudication for, a crime that bears upon an applicant's suitability, or of any felony or misdemeanor that involved force or threat of force, controlled substances or a sex-related offense. The Police Chief shall periodically check with the Executive Office of Public Safety and Security (EOPSS), which has issued an Informational Bulletin detailing the requirements for municipal ordinances and the procedures for obtaining criminal history information to ascertain whether or not additional or revised measures are required for compliance.

196 – 16.8 -Reliance on Results.

Licensing authorities of the City shall utilize the results of fingerprint-based criminal history record checks for the sole purpose of determining the suitability of applicants for the proposed occupational or business activities, as enumerated in 196-16.2, for which licensing is being sought. A city licensing authority may deny an application for a license on the basis of the results of a fingerprint-based criminal record background check if it determines that the results of the check render the subject unsuitable for the proposed occupational activity. The licensing authority shall consider all applicable laws, regulations and city policies bearing on an applicant's suitability in making this determination. The licensing authority shall not deny a license based on information contained in a criminal record history unless the applicant has been afforded a reasonable time to correct or complete the record or has declined to do so.

196 – 16.9 Compliance with Law, Regulation and City Policy.

Implementation of this chapter and the conducting of fingerprint-based criminal record background checks by the city shall be in accordance with all applicable laws, regulations and city policies, including, but not limited to, the city's policy applicable to licensing-related criminal record background checks, which shall include record retention and confidentiality requirements. The city shall not disseminate the results of fingerprint-based criminal background checks except as may be provided by law, regulation and city policy. The city shall not disseminate criminal record information received from the FBI to unauthorized persons or entities.

196 – 16.10 Fees.

The fee charged by the Police Department for conducting fingerprint-based criminal record background checks shall be **\$100.00** per person fingerprinted. A portion of the fee, as specified in G.L. c. 6, s. 172B 1/2, shall be deposited into the Firearms Fingerprint Agency Account, and the remainder of the fee may be retained by the City for costs associated with the administration of the fingerprinting system.

196 – 16.11 Severability.

The provisions of this chapter are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid, or that the application of any part of a provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances shall not be effected by that decision.

Any Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict. This Ordinance shall take effect upon its enactment.

INTRODUCED BY: **WARD FOUR COUNCILLOR – BRIAN PALMUCCI**

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-133

ORDERED:

October 05, 2020

BE IT ORDAINED by the City Council of the City of Quincy that Chapter 375 Zoning - Article 7.0 – Special Residential Regulations – 7.1 Affordable Housing of the Municipal Code be hereby amended by adding Section 7.1.14 Definition of Affordable Housing as follows:

Affordable Housing, as referenced in Section 7, shall be defined as housing that costs at or below 30% of a household's gross income.

The household's gross income shall be determined by utilizing area median incomes in the most recent published Housing and Urban Development ("HUD") income limits, pertaining to Quincy.

INTRODUCED BY: **WARD FOUR COUNCILLOR – BRIAN PALMUCCI**
COUNCILLOR AT LARGE – NOEL T. DIBONA
COUNCILLOR AT LARGE – NINA X. LIANG
COUNCILLOR AT LARGE – ANNE M. MAHONEY

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-134

ORDERED:

October 05, 2020

WHEREAS, Governor Charles D. Baker has set a statewide goal of net zero greenhouse gas pollution (GHG) by 2050; and

WHEREAS, transportation is the state's biggest source of GHG; and

WHEREAS, the diesel buses on just one Quincy bus route, the MBTA's bus 215, emit 2,000 pounds of CO2 equivalent daily; and

WHEREAS, battery electric buses (BEBs) have one quarter the carbon footprint of diesel hybrid buses, a footprint that will shrink and then disappear as our electricity supply relies more and more on renewable sources; and

WHEREAS, one in nine Massachusetts residents suffers from asthma—including more than 10 percent of adults and almost 13 percent of children; and

WHEREAS, the Asthma and Allergy Foundation of America has named the Boston metropolitan area number eight on its list of the top 20 asthma capitals for 2019, based on estimated asthma prevalence, emergency department visits due to asthma, and asthma-related fatalities; and

WHEREAS, studies have found that toxic exhaust from diesel buses can cause asthma in otherwise healthy people, and diesel exhaust is also a known carcinogen; and

WHEREAS, the MBTA plans to build a new bus maintenance facility in South Quincy can accommodate both BEBs and hybrid diesel buses; and

WHEREAS, compared to traditional diesel and hybrid diesel buses, BEBs will cause far less noise and air pollution in the new barn's immediate neighborhood, in that hybrid diesel buses lower tailpipe emissions by only 30 percent compared to old-style diesel buses, while BEBs have zero tailpipe emissions and don't rely on noisy engines; and

WHEREAS, owing to savings on maintenance and fuel, BEBs cost \$200,000 less over their lifetime than hybrid diesel buses.

THEREFORE, BE IT RESOLVED, that the Quincy City Council urges the MBTA to replace its Quincy bus fleet with BEBs when it opens the South Quincy bus maintenance facility.

INTRODUCED BY: **COUNCILLOR AT LARGE – ANNE M. MAHONEY**
WARD FIVE COUNCILLOR – CHARLES J. PHELAN, JR.

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-135

ORDERED:

October 05, 2020

WHEREAS, the City of Quincy has multiple large-scale projects recently approved, currently in discussion and being planned for funding in the immediate future, and

WHEREAS, the prioritization of spending has been communicated by the administration as when a bond is submitted to the City Council, and

WHEREAS, it has been over three years since a presentation has been made to the Quincy City Council by bond counsel.

THEREFORE, LET IT BE RESOLVED, that prior to any additional council orders requiring bonding the City Council must have a presentation by the city's bond counsel.

INTRODUCED BY: **COUNCILLOR AT LARGE – ANNE M. MAHONEY**
WARD FOUR COUNCILLOR – BRIAN PALMUCCI

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-136

ORDERED:

October 05, 2020

WHEREAS, the City of Quincy has multiple projects in various departments, including the Park Department, Department of Public Works Street - Paving, Traffic Parking Alarm & Lighting, and Public Buildings; and

WHEREAS, many of these projects should be complete or well underway; and

WHEREAS, taxpayers of the City of Quincy are looking to have timely updates on these projects.

THEREFORE, LET IT BE RESOLVED, that various department heads present to the full council a status update on all projects performed. These project updates are to include project plans, timelines, completion dates, budget updates and any extension of work that is not complete to date.

INTRODUCED BY: **COUNCILLOR AT LARGE – ANNE M. MAHONEY**
COUNCILLOR AT LARGE – NINA X. LIANG
WARD FOUR COUNCILLOR – BRIAN PALMUCCI

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-137

ORDERED:

October 05, 2020

WHEREAS, the City of Quincy when presenting the 2021 budget has committed to not raising taxes on residents; and

WHEREAS, we are getting closer to setting the tax rate for the City of Quincy.

THEREFORE, LET IT BE RESOLVED, that the administration and head of Municipal Finance present a mid-year update to the Fiscal 2021 budget at our next council meeting prior to setting the tax rate.

INTRODUCED BY: **COUNCILLOR AT LARGE – ANNE M. MAHONEY**
WARD FOUR COUNCILLOR – BRIAN PALMUCCI

CITY OF QUINCY
IN COUNCIL

ORDER NO. 2020-138

ORDERED:

October 05, 2020

WHEREAS, the world is in the middle of a pandemic and

WHEREAS, the City of Quincy is dealing with the effects and impacts of COVID-19; and

WHEREAS, the City needs to be responsive and responsible for the safety of all city residents; and

WHEREAS, the City of Quincy has submitted reimbursements for the CARES Act for expenses to date for COVID-19. (Due September 25, 2020)

THEREFORE, LET IT BE RESOLVED, that the administration and head of Municipal Finance present the work that has been completed and the cost-to date resulting from the pandemic as well as all preparations for the coming winter months.